



EXHIBIT B

BETA TEST AGREEMENT

This Beta Test Agreement ("Agreement") is made and effective November 1, 1999, by and between Patient Interactive ("PI") and Dr. Curtis Sapp ("Doctor"). PI is the owner of a product identified as Ortho Sesame Internet Package ("Product"), which it desires to have tested by prospective users in what is commonly referred to as a "Beta Test".

PI and Doctor agree as follows:

1. Arrangement

PI agrees to make best efforts to adapt Product to Doctor's practice management software and to provide at no cost all components of the Product outlined in Attachment A. Doctor agrees to provide database and network access for PI technical personnel to make Product functional with his practice management software, and to answer questions as necessary for PI testers to debug the Product.

2. Non-Disclosure

A. To verify the correct operation of the Product, PI testers will need access to patient information contained in Doctor's database. PI acknowledges that all information it receives about Doctor's practice and patients is confidential and proprietary to Doctor. PI shall hold the same in confidence and shall not use this Confidential Information other than for the purposes of its business with Doctor.

B. Doctor acknowledges that in providing the Product, PI may disclose certain confidential, proprietary trade secret information of PI. Confidential Information may include, but is not limited to, the Product, computer programs, manuals, development tools, and specifications. Doctor agrees that he will not, without the express prior written consent of PI, disclose any Confidential Information or any part thereof to any third party. Doctor also agrees that he shall not duplicate, translate, modify, copy, printout, disassemble, or otherwise tamper with the Product or any firmware or software provided therewith.

3. License

Doctor acknowledges that he shall have only a nontransferable license to use the Product. Doctor acknowledges and agrees that he will not use the Product for any purpose that is illegal.

4. Report

Doctor shall provide to PI an evaluation of the Product, including both positive and negative aspects. PI shall have the right to use the comments of Doctor and his staff in its marketing and promotional materials. Information in User Surveys collected from Doctor's patients may also be used by PI, but no patient's name will be released without their express consent.

5. Satisfaction Guarantee/Termination

If PI is unable to adapt Product for use by Doctor to his satisfaction, this Agreement shall terminate and the only obligations of PI and Doctor shall be those of Non-Disclosure in Section 2 above. Doctor shall remove from his computer network any files related to the product and return the Product including all hardware in good working condition, Confidential Information, and copies thereof, to PI. PI will remove from Doctor's network any files related to the product.

6. Ongoing Product Support

PI will provide Doctor complimentary ongoing support and updates to Ortho Sesame and Reminder Genie indefinitely. Future custom Web design services, Web hosting, domain renewal, additional PCs for satellite offices, and other custom add-on features will be billable at regular rates.



Patient Interactive



Dr. Sapp

ATTACHMENT A

Ortho Sesame Internet Package – provided to Doctor at no charge

- 1. Ortho Sesame**
Patients view their appointments and detailed account information from a password-protected screen on Doctor's Web site.
- 2. Reminder Genie**
Creates a comprehensive e-mail address database and sends reminders to patients.
- 3. Pentium PC for Olympia office reception area (3-year warranty on PC)**
- 4. On-site installation & training**
- 5. Ongoing telephone support**
- 6. Product Updates**